

**IT Professional Technical Services
Master Contract**

**Statement of Work (SOW)
For Technology Services
Issued By
MN.IT@Department of Revenue**

Project Title: Cisco Agent Desktop Telephony Agent Training

**Service Categories:
Training – Instructor Led**

Responses are due at DOR no later than 1:00 p.m., on May 16, 2013

Table of Contents

Business Need	3
Contractor Duties/Deliverables.....	3
Project Skills	3
Duration and Location of Assignments	3
Process Schedule	3
Questions	3
Submitting Responses	4
Response Content Requirements	4
Proposal Evaluation	4
Description of Evaluation Process	5
Evaluation Factors	5
Proposal Contents	5
Disposition of Responses	5
Conflicts of Interest	5
IT Accessibility Standards	6
Nonvisual Access Standards	6
Preference to Targeted Group	6
Veteran Owned Preference.....	6
Foreign Outsourcing of Work Prohibited	6
Human Rights Requirements	6
Indemnification	6
Example of IT Professional Services Master Contract Work Order	7
Attachment A: Example of IT Professional/ Services Master Contract Work Order.....	8
Attachment B: Affidavit of Noncollusion	10
Attachment C: Veteran-Owned Preference form	11

Note: Attachments B and C must be submitted with the proposal.

Business Need

The Minnesota Department of Revenue is seeking an experienced trainer for contact center agents using the Cisco Agent Desktop (CAD) version 8.0 (1). Contact center agents use the CAD software and phone system for tracking and managing incoming and outbound calls in various contact centers throughout the agency. Training has been conducted with Contact Center Supervisor roles, and we need to complete the training for the Agents by June 30, 2013.

Contractor Duties/Deliverables

- Provide the instructor(s) to train approximately 500 agents.
- Develop the training plan based on the participant guide provided (see separate document titled Cisco Agent Desktop Training)
- Work with the DOR project technical manager to schedule the training sessions/classroom sizes to ensure completion by June 30, 2013. Training is to take place between the hours of 8:00 a.m. and 4:30 p.m., Monday thru Friday.

Department of Revenue Deliverables

- Provide the participant guide upon which to base the training (see separate document titled Cisco Agent Desktop Training)
- Provide training space, computers and projectors
- Provide evaluations to all participants on the effectiveness of the training.

Note: the agency will be video conferencing and recording the training sessions for remote locations and future use. The agency will retain all rights to the content in the recording and materials provided for the sessions.

Project Skills:

The proposal must specifically indicate how the following qualifications have been met utilizing the “skills matrix” described below under “Response Requirements”. All project skills listing a specific number of years’ experience will be evaluated as pass/fail requirements. Responders who do not demonstrate compliance with these requirements in the “skills matrix” will not be considered further. All other project skills will be evaluated based on the weighted criteria listed under “evaluation factors”.

- Minimum of three years’ experience training in software systems.
- Minimum of one year’s experience training Cisco Agent Desktop software.

Duration and Location of Assignment:

This assignment will begin as soon as possible once the work order with the selected vendor is executed. The work is expected to be completed by June 30th of this year. All work is to be performed at the Department of Revenue building, 600 North Robert St., St. Paul, and the Centennial Office Building, 658 Cedar St., St. Paul.

Process Schedule

- | | |
|--|----------------------------|
| • Deadline for Questions | May 13, 2013, 1:00 p.m. CT |
| • Posted Response to Questions | May 14, 2013, 4:00 p.m. CT |
| • Proposals due | May 16, 2013, 1:00 p.m. CT |
| • Anticipated proposal evaluation begins | May 20, 2013 |
| • Anticipated proposal evaluation & decision | May 22, 2013 |

Questions

Questions regarding this Request for Proposal must be submitted to the Minnesota Department of Revenue by email to the following address: dor.rfp@state.mn.us. Other personnel are not authorized to answer questions regarding this Request for Proposal.

Questions submitted to DOR must contain the name of the person submitting the questions, their email address, name of the company and title “CAD Agent Training” in the subject field of the email.

Questions must be received no later than 1:00 p.m. CT, in St. Paul, Minnesota, on May 13, 2013, as indicated by the date and time stated in the DOR mail header. DOR reserves the right to refrain from responding to questions submitted after 1:00 p.m. CT, on May 13, 2013.

All of the questions along with DOR's answers will be posted on the Office of Enterprise Technology web-site (http://mn.gov/buyit/statements/mcp902ts_active.html) on or about May 14, 2013, 4:00 p.m. CT. The exact day and time the questions and answers will be posted may depend on the quantity and complexity of the questions.

Submitting Responses

Responses to this request must be submitted by email to DOR at the following address: dor.rfp@state.mn.us.

Responses are due at DOR no later than **1:00 p.m. CT, on May 16, 2013**, as indicated by the date and time stated in the DOR email header. Late responses will not be considered.

This work order request does not obligate the state to award a work order or complete the assignment, and the state and DOR reserve the right to cancel the solicitation if it is considered to be in their best interest.

Response Content Requirements

- Responses submitted to DOR must include a cover letter containing:
 - Project Title: "CAD Agent Training"
 - The name of the person submitting the response
 - Their email address
 - Their phone number
 - Name and address of their company
- Resumes: Responses must contain a resume (including name) of the candidate proposed for this Statement of Work. **Note:** *The resume must contain specific education and work experiences (company name, dates of employment and duties performed). Provide an explanation as to what makes the experience relevant to our need for "CAD Agent Training". Give examples.*
- A skills matrix that identifies the years of experience and certifications a proposed candidate has that corresponds with the skills listed under Project Skills
- Proposed schedule of the number and length of training sessions and classroom size to accommodate 500 agents by June 30th.
- Proposed training plan
- References: Responses must include at least three references, preferably including government and/or other public sector references for each resume submitted. The list of references must include the name and phone number of each reference.
- Cost: Response must include the proposed hourly rate.
- Attachment B: Affidavit of Noncollusion
- Attachment C: Veteran-Owned Preference Form (if applicable)

Interviews

The top candidates may be selected for a telephone interview based on the requirements in **Project Skills**.

Interviewees will be expected to demonstrate and describe their qualifications in fulfilling the requirements described in **Contractor Duties**.

Proposal Evaluation

All responses received by the deadline will be evaluated by representatives of the Department of Revenue. Proposals will first be reviewed for responsiveness to determine if the minimum requirements have been met. Proposals that fail to meet minimum requirements will not advance to the next phase of the evaluation.

Description of Evaluation Process:

DOR will read through all responses to verify requirements have been met, as described under **Project Skills** and **Response Content Requirements**.

Evaluation Factors

The factors and weighting on which proposals will be judged are:

- Knowledge and experience in areas described under **Project Skills**. A maximum of 70 points may be awarded.
- Cost. A maximum of 30 points may be awarded.

Note: only top scoring vendors will be invited to interview. Points may be reevaluated based on the interview.

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. **Responders must self-identify themselves as an eligible business or individual to receive this preference.** For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by e-mail at mmd.help.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned Preference

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and **sign** the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, responders are required to complete the attached Affirmative Action Data page and return it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated

into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are available upon request from the contracting agency.”

Indemnification

In the performance of this contract by Contractor, or Contractor’s agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney’s fees incurred by the state, to the extent caused by Contractor’s:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State’s sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State’s failure to fulfill its obligation under this contract.

Example of the IT Professional Services Master Contract Work Order

An example of the IT Professional Services Master Contract Work Order to which the selected contractor will be required to sign is attached (Attachment A) to this Statement of Work. If you take exception to any of the terms, conditions or language in the Work Order, you must indicate those exceptions in your response; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response will be available for discussion or negotiation.

If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the SOW; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the SOW will be available for discussion or negotiation.

IT Professional Services Master Contract Work Order

Work Order Contract

1 Term of Contract

- 1.1 **Effective date:** [SPELL OUT FULL DATE (e.g., April 1, 2001)], or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration date:** [SPELL OUT FULL DATE (e.g., April 1, 2001)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will:

3 Consideration and Payment

- 3.1 **Consideration.** The State will pay for all services performed by the Contractor under this work order contract as follows:

Compensation. The Contractor will be paid [EXPLAIN HOW THE CONTRACTOR WILL BE PAID.

EXAMPLES: "an hourly rate of \$ _____ up to a maximum of _____ hours, not to exceed \$ _____;" or "a lump sum of \$ _____." IF YOU ARE USING A BREAKDOWN OF COSTS AS AN ATTACHMENT USE THE FOLLOWING, "ACCORDING TO THE BREAKDOWN OF COSTS CONTAINED IN EXHIBIT B, WHICH IS ATTACHED AND INCORPORATED INTO THIS WORK ORDER CONTRACT.]

Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order contract will not exceed \$ [INSERT TOTAL TRAVEL BUDGET HERE. IF NONE, INSERT "\$0.00"]

Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order contract will not exceed \$[THIS MUST BE THE TOTAL OF 3.1(A) AND 3.1(B) ABOVE].

3.2. **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

[EXAMPLE: "Upon completion of the services," OR IF THERE ARE SPECIFIC DELIVERABLES, LIST HOW MUCH WILL BE PAID FOR EACH DELIVERABLE. THE STATE DOES NOT PAY MERELY FOR THE PASSAGE OF TIME.]

4 Project Managers

The State's Project Manager is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER]. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Project Manager is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER]. If the Contractor's Project Manager changes at any time during this work order contract, the Contractor must immediately notify the State.

Signatures as required

**STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION**

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

STATE OF MINNESOTA

VETERAN-OWNED PREFERENCE FORM

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

If responding to a Request for Bid (RFB), the preference is applied only to the first \$500,000 of the response. If responding to a Request for Proposal (RFP), the preference is applied as detailed in the RFP.

Eligible veteran-owned small businesses must be CVE Verified (in accordance with Public Law 109-471 and Code of Federal Regulations, Title 38, Part 74) at the solicitation opening date and time to receive the preference.

Information regarding CVE Verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and **sign** this form. Only eligible, CVE Verified, veteran-owned small businesses that provide this completed and signed form will be given the preference.

I hereby certify that the company listed below:

1. Is an eligible veteran-owned small business, as defined in Minnesota Statute §16C.16, subd. 6a; and
2. Has its principal place of business in the State of Minnesota; and
3. Is CVE Verified by the United States Department of Veterans Affairs' Center for Veterans Enterprise.

Name of Company: _____ Date: _____

Authorized Signature: _____ Phone: _____

Printed Name: _____

Title: _____

IF YOU ARE CLAIMING THE VETERAN-OWNED PREFERENCE, SIGN AND RETURN THIS FORM WITH YOUR RESPONSE TO THE SOLICITATION.